



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

October 04, 2011

The Honorable Board of Commissioners
Community Development Commission of
the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

Community Development Commission

#1-D OCTOBER 4, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACCEPT COMMUNITY BENEFIT FUNDS FROM THE KAISER FOUNDATION HOSPITALS FOR
COMMUNITY RESOURCE CENTER HEART PROJECT
(DISTRICTS 1, 4) (3 VOTES)**

SUBJECT

This letter requests authority to accept from the Kaiser Foundation Hospitals, Downey, a \$10,500 grant in Community Benefit Charitable Contributions Program funds. These funds will support the Heart, Education, Awareness, and Readiness Training (HEART) project at the Community Resource Center (CRC) in unincorporated Whittier.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the acceptance of a grant from the Kaiser Foundation Hospitals, Downey is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action is not defined as a project under CEQA.
2. Authorize the Executive Director to accept from the Kaiser Foundation Hospitals, Downey a \$10,500 grant in Community Benefit Charitable Contributions Program funds to support the HEART project, and to incorporate \$10,500 of such funds into the Commission's approved Fiscal Year 2011-2012 budget.
3. Authorize the Executive Director or his designee to execute the attached Letter of Agreement, to be effective through September 1, 2012, following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to accept a \$10,500 in Community Benefit Charitable Contributions Program funds to support the CRC's HEART project.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The \$10,500 grant is for a one-year period, and will be incorporated into the Commission's Fiscal Year 2011-2012 budget. Any funds not expended during FY 2011-2012 will be included in the Commission's FY 2012-2013 annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CRC is a partnership between the Commission, the County of Los Angeles, and the local community. The CRC serves a population of over 82,000 in the unincorporated areas of East, West and South Whittier. The target project area, South Whittier, has 55,000 residents, of which approximately 43% are considered to be of low- to moderate-income.

The CRC's medical clinic, operated by the Presbyterian Intercommunity Hospital's Family Practice Center, has identified inactivity and obesity as major risk factors leading to cardiovascular disease in the community. Students from the local school district ranked 4th out of 81 districts in Los Angeles County for prevalence of childhood obesity (32.3% of fifth graders are obese). The HEART project seeks to increase the physical activity of participants in incremental steps and provide education about the health effects of inactivity as a way for residents to proactively address this life-threatening situation.

Grant funds will be used for program implementation activities such as outreach, educational materials, and marketing materials.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(4) because it involves public service activities that will not have a physical impact on or result in any physical changes to the environment. The activity is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c) (3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant will enable the CRC's HEART project to serve the local community with programs and services to promote heart-healthy physical activity and education.

The Honorable Board of Supervisors
10/4/2011
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:rw

Enclosures

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, DOWNEY
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of August 1, 2011 is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **Community Development Commission**, grantee represents that at all times relevant herein, it is a local, state or federal government agency, including any of its subdivisions that perform substantial government functions in the State of California and not subject to federal or state income tax..

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$10,500.00 for a one year funding period beginning September 1, 2011 through September 1, 2012 for The Heart Education, Awareness, and Readiness Training (HEART) Program**. Such terms and conditions are as follows:

1. Tax Exemption Status: , grantee represents that at all times relevant herein, it is a local, state or federal government agency, including any of its subdivisions that perform substantial government functions in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By: _____

Elizabeth Trombley
Director of Public Affairs

8/8/2011

Date

Grantee

By: _____

Sean Rogan
Executive Director
Community Development Commission

Date

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20620988	DATE AUTHORIZED: June 24, 2011
GRANTEE NAME: Community Development Commission	AMOUNT: \$10,500.00 over 12 months
FISCAL AGENT:	
CONTACT, TITLE: Sean Rogan, Executive Director	
TELEPHONE: (562) 946-2425	FAX: (562) 906-3408
CB PROJECT MANAGER: Sheri Bathurst, Sr. Community Benefit Health Specialist Phone: (562) 657-4450 Email: sheri.d.bathurst@kp.org	
GRANT PURPOSE: The Heart Education, Awareness, and Readiness Training (HEART) Program	
GRANT OBJECTIVES: <ul style="list-style-type: none">• 1. Educate the target population on cardiovascular disease by implementing a series of educational workshops and discussions for the CRC community regarding cardiovascular diseases and related chronic illnesses.• 2. Familiarize the target population with preventative activities by informing our participants about the benefits of managing their health through diet, regular medical exams, and exercise.• 3. Collaborate with community partners to gather and create educational materials, share and disseminate information, and to make the CRC a resource for cardiovascular disease prevention and management.	
GRANT PERIOD: CHI	
Start date: 9/1/2011	End Date: 9/1/2012

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Final Report	October 1, 2012